

Flexible Work Arrangements Procedure (MPF1155)

GOVERNING POLICY

This procedure is made under the [Recruitment and Appointment Policy](#).

SCOPE

This procedure aims to assist the University to meet its obligation to provide a learning and working environment free from unlawful discrimination. This procedure applies to all staff at the University engaged in activities reasonably connected with the University and its semi-autonomous bodies, excluding the Melbourne Theatre Company. Section 4 also applies to students of the University.

This procedure does not apply to student clubs and residential colleges and halls (apart from International House, Kendall Hall and Medley Hall, which are University residential colleges).

PROCEDURE

1. Applications for flexible work arrangements

1.1. A staff member or potential staff member who wishes to request flexible work arrangements will submit a written proposal to their supervisor

1.2. The supervisor will discuss the submission with the staff member or potential staff member and may consult with their local HR Consultant or staff of the Fairness and Diversity Unit. The supervisor will give consideration to the request and provide the staff member or potential staff member a written response within 21 days stating whether the request has been granted or refused.

1.3. A supervisor will not unreasonably refuse a staff member or potential staff member's request for flexible work arrangements taking into account all relevant circumstances including:

- the nature of the role
- the nature of the arrangements required to accommodate personal responsibilities
- the financial circumstances, nature and size of the unit
- the effect on the workplace and on the University in accommodating personal responsibilities, including the financial impact, the number of people who would benefit or be disadvantaged, and the impact on efficiency, productivity, service and on co-workers
- the consequences for the University if it makes such accommodation
- the consequences for the staff member or potential staff member if the University does not make such accommodation.

1.4. If the supervisor approves the requested work arrangements, the staff member or potential staff member and supervisor will document the agreed arrangements in writing, including the expected duration and the date for, and process of, review.

1.5. If the supervisor refuses the requested work arrangements, the staff member or potential staff member and supervisor may discuss alternatives within or beyond

the current role. If a modified proposal cannot be accommodated, the supervisor will write to the staff member or potential staff member setting out the reasons for the refusal.

1.6. A staff member who has made a request for flexible work arrangements related to attributes covered in the [Equal Opportunity Policy](#) (for example, parental or carer responsibilities, disability or health condition) and who believes that the refusal of requested work arrangements is unreasonable may make a complaint under the [Discrimination, Sexual Harassment and Bullying Procedure](#).

1.7. A staff member who has made a request for flexible work arrangements not related to an [Equal Opportunity Policy](#) attribute and who believes that the refusal of requested work arrangements is unreasonable may make a complaint under the [Staff Grievances and Dispute Resolution Policy](#).

2. Flexible work arrangements - job share

2.1. A level 2 delegate may approve a job share arrangement for a full-time position or a part-time position that is at least 0.8.

2.2. The level 2 delegate may consult with local Human Resources to ensure compliance with equal opportunity policy and legislation.

2.3. The level 2 delegate will ensure that a single position description for the job is prepared, designating a single supervisor for the job sharing partners, and that the whole job is advertised as being available on a job share basis.

2.4. The level 2 delegate will ensure that the contract of employment for job share staff includes additional information about time fractions, days and times to be worked within each appointment.

2.5. Job share appointments are subject to a probation period unless they are for a period of less than six months.

2.6. A staff member employed on a continuing contract whose position becomes a job share for a fixed period of time will retain a continuing appointment with the University.

2.7. A staff member employed on a continuing contract who is appointed to an advertised fixed term job share position may apply to take up the position on a fixed term basis via temporary transfer.

2.8. Should one job share partner leave the position, and the remaining partner and the level 2 delegate agree that the job share arrangement should continue, the level 2 delegate will seek to appoint a new person to fill the vacant position on a job share basis.

2.9. Job share partners will each have access to staff development and training courses and the performance of each job share partner will be assessed separately in accordance with [Staff Development, Education and Performance Policy](#).

2.10. Staff members in job share arrangements accumulate leave on a pro-rata basis.

3. Home-based work for professional staff

Section three has no application in circumstances where staff members are required to work remotely (home-based) in response to social isolation and social distancing measures put in place to address the COVID-19 pandemic. In these circumstances, this section is replaced by the working remotely and related measures outlined in the University's [COVID-19 response](#).

3.1. A professional staff member may apply to a level 2 delegate to undertake the duties of their position at home by completing a [Home Based Work Agreement – Professional Staff](#) form.

3.2. A level 2 delegate may approve a home-based work arrangement for a professional staff member if he or she is satisfied that the work is suitable for a home-based arrangement, that is:

- the work requires only a broad level of supervision
- the work requires a low level of face-to-face team, peer or student or other contact
- the work requires minimal use of files and other resources located in the University
- the work is to be project-based or the work outcomes are easily identifiable and measurable
- necessary arrangements can be made to maintain confidentiality of information.

3.3. The staff member will forward to local Human Resources the completed [Home Based Work Agreement – Professional Staff](#) form which must include the following information:

- commencement and end date of arrangement
- number of days/hours per week at home work site
- attendance requirement details at university workplace
- sketch of the designated home work site
- completed and approved work site assessment
- completed and approved work station assessment (signed by suitably qualified nominee or independent contractor)
- list of equipment specifying items supplied by the department and items to be supplied by the staff member
- copy of list of equipment to be taken "off campus" for items over \$5000 supplied by the university
- other details including any special arrangements relating to home-based work signed by both staff member and supervisor.

3.4. University terms and conditions of employment apply to a staff member working under a home-based work agreement.

3.5. A staff member working under a home-based work agreement will participate in the Performance Development Framework and access University-based training and development opportunities.

3.6. A staff member working under a home-based work agreement will comply with University OH&S policy and report any OHS [incidents](#).

3.7. A staff member working under a home-based work agreement will, before commencing work, establish a designated area in the home as the work site and the department will arrange and pay for a suitably qualified nominee or an independent contractor to conduct a work site and [work station assessment](#).

3.8. A staff member working under a home-based work agreement will allow the University access to the home work site to conduct work site and work station assessments, service equipment or to ensure compliance with University policy and procedures. Access times will be determined in consultation with the staff member.

3.9. The department and the staff member will produce a list of equipment required to carry out the home-based work which specifies the equipment to be supplied by the University and that supplied by the staff member.

- IT support for installation of University owned equipment will be provided by the department's IT support personnel.
- The staff member is subject to all University policies in regard to the use of University owned or leased equipment.
- The department will bear the cost of maintenance of equipment owned or leased by the University and may request that faulty equipment be returned to the University for servicing.
- The department may reimburse all reasonable maintenance costs of equipment owned by the staff member, where the costs are incurred as direct result of University work.
- The staff member will, upon the termination of the home-based work arrangement, return any equipment owned by the University within 14 working days and in reasonable condition.
- University equipment is covered by the University's insurance policy. The staff member will obtain any insurance required for staff member's equipment.

3.10. The department will provide or reimburse the following costs:

- dial in and internet access costs necessary to fulfil the requirements of the position
- telephone calls made in relation to the work, where the staff member has maintained a record detailing local, mobile, STD and international calls and noting the date, telephone number, cost, person telephoned and reason for call
- consumables necessary in relation to the work undertaken where documentary evidence of expenditure and receipts are submitted with any claims for reimbursement.

3.11. A staff member working under a home-based work agreement will notify his or her supervisor if he or she is ill and unable to perform the duties of the position and apply for sick leave.

3.12. The home-based work arrangement may be reviewed and evaluated at any time. The agreement may be varied or replaced by another written agreement between the University and the staff member.

3.13. The University may discontinue the home-based work arrangement at any time and require the staff member to return to the University workplace by giving the staff member two weeks' notice. A different period of notice may be given in extenuating circumstances.

3.14. A staff member who wishes to terminate a home-based work arrangement will seek the department's agreement and provide two weeks' notice.

4. Children on campus

4.1. Staff should request permission from their Supervisor (level 1 delegate) to bring their child(ren) to work while students should request permission from their lecturers. Requests by staff or students to bring their child(ren) to the workplace or classroom shall be treated sympathetically by supervisors and teachers.

4.2. Supervisors and lecturers must fully consider the University's legal obligations not to put at risk the health and safety of both children and staff when considering requests. The ultimate responsibility for the safety of all persons on campus resides with the University, and the University cannot accommodate a child where this could create a situation of danger, stress or undue irritation to the child, the parents, other staff or students. The University therefore reserves the right to decide whether a child should be permitted in, or should be allowed to remain in, any particular location.

4.3. Children are not permitted in practical classes held in laboratories, workshops or clinics.

4.4. Specific areas of the University may have supplementary requirements or guidelines relating to children which must be in line with overall University policy.

4.5. The University requires that children brought onto the campus be under the supervision of a parent or guardian at all times.

5. Parental or carer responsibilities

5.1. A staff member or potential staff member who wishes to request particular work arrangements to accommodate their parental or carer responsibilities will submit a written proposal to their supervisor.

5.2. The supervisor will, after discussing the submission with the staff member or potential staff member, give consideration to the request and provide the staff member or potential staff member a written response within 21 days stating whether the request has been granted or refused.

5.3. A supervisor will not unreasonably refuse a staff member or potential staff member's request for work arrangements to accommodate their parental or carer responsibilities taking into account all relevant circumstances of the particular case including:

- the staff member or potential staff member's circumstances, including the nature of their responsibilities as a parent or carer
- the nature of the role
- the nature of the arrangements required to accommodate the responsibilities
- the financial circumstances and size of the University
- the effect on the workplace and on the University in accommodating the responsibilities, including the financial impact, the number of people who would benefit or be disadvantaged, and the impact on efficiency, productivity and service
- the consequences for the University if it makes such accommodation

- the consequences for the staff member or potential staff member if the University does not make such accommodation.

5.4. If the supervisor approves the requested work arrangements, the staff member or potential staff member and supervisor will document the agreed arrangement in writing, including the duration and the date for, and process of, review.

5.5. If the supervisor refuses the requested work arrangements, the staff member or potential staff member and supervisor may discuss alternatives within or beyond the current role. If a modified proposal cannot be accommodated, the supervisor will write to the staff member or potential staff member setting out the reasons for the refusal.

5.6. A staff member who believes that the refusal of requested work arrangements is unreasonable may make a complaint under the [Discrimination, Sexual Harassment and Bullying Procedure](#).

RELATED DOCUMENTS

- [Australian Human Rights Commission Act 1986 \(Cth\)](#)
- [Charter of Human Rights and Responsibilities Act 2006 \(Vic\)](#)
- [Delegations Policy](#), including [Schedule D - Human Resources Delegations](#)
- [Discrimination, Sexual Harassment and Bullying Procedure](#)
- [Equal Opportunity Act 2010 \(Vic\)](#)
- [Equal Opportunity for Women in the Workplace Act 1999 \(Cth\)](#)
- [Equal Opportunity Policy](#)
- [Fair Work Act 2009 \(Cth\)](#)
- [Home Based Work Agreement – Professional Staff Form](#)
- [Human Resources Website](#)
- [Information Privacy Act 2000 \(Vic\)](#)
- [Job Classification and Linked Advancement Procedure](#), including [Schedule B- Minimum Standards for Academic Levels](#)
- [Negotiating Flexible Work Arrangements – Guidelines for Staff](#)
- [Negotiating Flexible Work Arrangements – Guidelines for Supervisors, Managers and Department Heads](#)
- [Occupational Health and Safety Policy](#)
- [Recruitment and Appointment Policy](#)
- [Reduced Working Week Leave Scheme Procedure](#)
- [Sex Discrimination Act 1984 \(Cth\)](#)
- [Staff Development, Education and Performance Policy](#)
- [Statute 1.7 – University Governance](#)
- [Staff Grievances and Dispute Resolution Policy](#)
- [University of Melbourne Collective Agreement 2010](#)
- [Workplace Gender Equality Act 2012 \(Cth\)](#)

DEFINITIONS

Term	Definition
campus	Refers to all the University's campuses, field and research stations, buildings, grounds, vehicles, farms, commercial operations and other locations under the University's control.
continuing	Ongoing employment with no fixed end date and includes Research

employment	Continuing Employment (Contingent-funded).
fixed-term employment	Applies only where a staff member is to be engaged in a work activity that falls within one of the categories listed in this Procedure and means the employment is for a specified term or ascertainable period for which the contract specifies the starting and finishing dates of that employment (or in lieu of a finishing date, the circumstances or contingency relating to a specific task or project upon the occurrence of which the term of the employment will expire) and during the term of employment, the contract is not terminable by the University, other than during a probationary period or for serious or wilful misconduct.
full-time employment	For professional staff, employment for a maximum of 36.25 ordinary hours per week. For academic staff, employment for such hours required to perform duties in accordance with the relevant Minimum Standards for Academic Levels.
part-time employment	For professional staff, employment to work a fixed number of hours per week which is less than the ordinary weekly hours of work for a full-time staff member (36.25 hours per week) in the same classification. For academic staff, employment to perform a workload less than the ordinary workload for a full-time staff member in the same classification, and that would be expected to be performed in less than the ordinary hours worked for a full-time staff member.

IMPLEMENTATION OFFICER

The Director, HR Specialist Services, Human Resources is responsible for the promulgation and implementation of this procedure in accordance with the scope outlined above. Enquiries about interpretation of this procedure should be directed to the Implementation Officer.

REVIEW

This procedure is to be reviewed by 28 February 2015.

VERSION HISTORY

Version	Approved By	Approval Date	Effective Date	Sections Modified
1	Senior Vice-Principal	10 September 2012	10 September 2012	New version arising from the Policy Simplification Project. Loaded into MPL as Version 1.
2	Vice-Principal Administration and Finance on behalf of Senior Vice-Principal	14 March 2014	14 March 2014	Addition of new section 1 and consequential renumbering. 'Responsible Officer' section removed.

3	Vice-President (Strategy & Culture)	23 April 2020	24 April 2020	Addition of new clause in section 3 regarding home-based working conditions as a result of the COVID-19 pandemic.
4	Policy Officer	21 April 2021	21 April 2021	Updated dead link at 3.7.